

**Southeastern Colorado**

**Regional**

**Mutual**

**Aid**

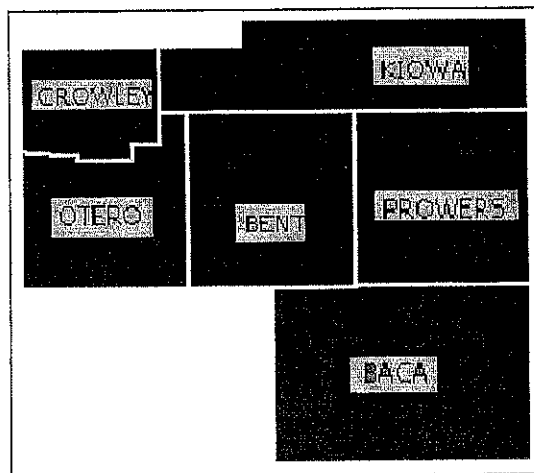
**Agreement**

**For**

**Emergency Services**

**Between**

**Baca, Bent, Crowley, Kiowa, Otero, and Prowers  
Counties**



# MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

**THIS AGREEMENT**, made and entered into this 24<sup>th</sup> day of May, 2001, by and between the Emergency Services Agencies representing, ~~BACA~~, BENT, CROWLEY, KIOWA, OTERO AND PROWERS Counties.

## **WITNESSETH THAT:**

**WHEREAS**, the agencies hereto maintain paid and/or volunteer emergency services, together with personnel and equipment therefore; and

**WHEREAS**, it is, and will continue to be, to the mutual benefit of each of the agencies, to assist the other when necessary in providing additional emergency equipment and personnel for the purpose of delivering emergency services within the boundaries of the other agency, and in turn to receive such assistance; and

**NOW, THEREFORE**, in consideration of the premises and mutual covenants, performances and agreements hereafter set forth, it is mutually understood and agreed between the agencies as follows:

### 1.0 DEFINITIONS:

- 1.1 "Emergency Service Agencies" means any Organization, Department, Special District, Municipality, and/or County, that would provide one or all of the following services: Fire Protection, Ambulance Service, Hazardous Material Incident Response.
- 1.2 The agency responding to a request within the boundaries of the other agency is designated as the "answering agency".
- 1.3 The agency requesting aid under the agreement is designated as the "requesting agency".
- 1.4 "Coordinator" means the person responsible for the respective service/company or his/her designated and authorized representative.

### 2.0 MUTUAL ASSISTANCE AND AID:

- 2.1 Each of the agencies agree to respond to requests for assistance within the boundaries of the other agency upon request of the requesting coordinator at any and all times, provided that it shall be entirely with the discretion of the coordinator of the answering agency as to what personnel and equipment shall answer such call and whether or not, in any event, such call may be answered consistently with the safety and protection of the citizens and property of the said answering agency.

- 2.2 Each of the agencies agree to answer calls of the other agency, subject to Approval of each call by the coordinator of the answering agency as set forth in paragraph 2.1 above, without charge therefore, and with the express understanding that personnel and equipment of said answering agency shall be subject only to the liability, workman's compensation, and/or insurance of the answering agency. The equipment and employees of the answering agency shall at all times be under the supervision and control of the coordinator of the requesting agency, or his/her designated assistant.
- 2.3 Nothing in this agreement shall be construed to create, alter, or delegate the authority of any designated Emergency Response Authority.

### 3.0 ADDITIONAL PROVISIONS:

- 3.1 Any request for aid hereunder shall include a clear statement of the Amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, however, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the answering agency.
- 3.2 The answering agency shall report to the on-scene coordinator in-charge of the requesting agency at the location to which the equipment and personnel is dispatched and shall coordinate all activities with that official. The resources or facilities that are assigned shall be under the immediate supervision of the designated answering agency.
- 3.3 An answering agency will be released by requesting agency when the services of the answering agency are no longer required or when the answering agency is needed within the area for which it normally provides emergency public services.
- 3.4 The equipment and personnel of each of the agencies while engaged in performing any mutual aid service, activity or undertaking under the provisions of this Agreement, shall have and retain all rights, privileges and immunity of and be deemed to be engaged in the service and employment of such agency, notwithstanding that such mutual aid service is being performed in or for that other agency.
- 3.5 If at any time the answering agency responds to a mutual aid call where requesting agency is not at the scene, the answering agency will follow their Standard Operating Procedures. However, the answering agency will contact the requesting agency's base for further orders and/or destination site.
- 3.6 Each agency waives all claims against the other agency for compensation for any loss, damage, personal injury or death sustained by personnel, which occurs as a consequence of the performance of this agreement.

- 3.7 This agreement shall become effective upon the approval and signature by authorized representatives of the agencies hereto and shall continue until such time as any agency gives sixty (60) days advance written notice to the other agencies of its intention to terminate this Agreement.
- 3.8 This Agreement may be supplemented with various exhibits to be alphabetically designated in chronological order of adoption and signed by the respective agencies. These exhibits may set forth specific areas of first response, additional protocol areas of first response, additional protocol, and other communications and procedural matters.

END

IN WITNESS WHEREOF, the duly authorized representatives of the respective agencies hereto have hereunto signed these presents of the dates respectively indicated.

**BACA COUNTY:**

<u>Raymond Johnson</u> Campo Fire Department	<u>Service Chief</u> Title	<u>8-30-02</u> Date
<u>Doug Davis</u> Pritchett Vol. Fire Department	<u>Chief</u> Title	<u>10-26-02</u> Date
<u>Paul Hanks</u> Southeast Colo Hosp. Amb. Service	<u>EMS Director</u> Title	<u>5-22-02</u> Date
<u>Tommy Silbo</u> Springfield Fire Department	<u>Fire Chief</u> Title	<u>8-25-02</u> Date
<u>Ryan Beland</u> Two Buttes Vol. Fire Department	<u>Fire Chief</u> Title	<u>7-20-02</u> Date
<u>Bob J. Mann</u> Walsh Dist. Hosp. Amb. Service	<sup>Walsh</sup> <u>EMS Director</u> Title	<u>5-23-02</u> Date
<u>Tom Walsh</u> Walsh Fire Department	<u>Fire Chief</u> Title	<u>6-7-02</u> Date

**BENT COUNTY:**

<u>John Davis</u> Bent County Ambulance Service	<u>EMS Board</u> Title	<u>12-24-01</u> Date
<u>Jay Rich</u> Hasty/McIave Rural Fire Dist.	<u>Chief</u> Title	<u>7-16-01</u> Date
<u>Jim E. Pujos</u> Las Animas/Bent County Fire Dept.	<u>Chief</u> Title	<u>7-16-01</u> Date

**CROWLEY COUNTY:**

<u>Larry Reeves</u> Crowley County Ambulance Service	<u>Amb. Director</u> Title	<u>7-7-01</u> Date
<u>Paul A. Reynolds</u> Crowley Fire Department	<u>Chief</u> Title	<u>7-7-01</u> Date
<u>Larry R. Bonharts</u> Olney Springs Fire Department	<u>Chief</u> Title	<u>7-8-01</u> Date
<u>Paul L. Dill</u> Ordway Fire Department	<u>Chief</u> Title	<u>7-9-01</u> Date
<u>Negoyl A. Kark</u> Sugar City Fire Department	<u>Chief</u> Title	<u>7-9-01</u> Date

**KIOWA COUNTY:**

<u>[Signature]</u> Eads Fire Department	<u>Fire Chief</u> Title	<u>11/25/02</u> Date
<u>John C. Wallace</u> Kiowa County Ambulance Service	<u>Ambulance Board Director</u> Title	<u>12/10/02</u> Date
<u>Danmyr R. Christin</u> Kiowa County Search and Rescue	<u>County Fire Chief</u> Title	<u>11-26-02</u> Date

**OTERO COUNTY:**

<u>[Signature]</u> Fowler Rural Fire Department	<u>Fire Chief</u> Title	<u>5-24-01</u> Date
<u>[Signature]</u> La Junta Rural Fire Prof. District	<u>FIRE Chief</u> Title	<u>5-24-01</u> Date
<u>Wayne Adams</u> Manzanola Fire Department	<u>FIRE CHIEF</u> Title	<u>5-30-01</u> Date
<u>[Signature]</u> Manzanola Quick Response Unit	<u>Chairman</u> Title	<u>5-30-01</u> Date
<u>[Signature]</u> Rocky Ford Fire Department	<u>Fire Chief</u> Title	<u>5/31/01</u> Date

**PROWERS COUNTY:**

<u>[Signature]</u> Granada Fire Department	<u>FIRE CHIEF</u> Title	<u>11-13-02</u> Date
<u>[Signature]</u> Holly Vol. Fire Department	<u>Fire Chief</u> Title	<u>5-21-02</u> Date
<u>Linda Lenzberg</u> Holly Ambulance Service	<u>Chief</u> Title	<u>5-21-02</u> Date
<u>Richard P. Ondoff</u> Lamar Fire Department	<u>Fire Chief</u> Title	<u>1/7/2002</u> Date
<u>[Signature]</u> Prowers County Fire Department	<u>Fire Chief</u> Title	<u>1/7/2002</u> Date
<u>[Signature]</u> Wiley Fire Department	<u>Pres Board.</u> Title	<u>12-3-02</u> Date
<u>[Signature]</u> Colorado State Patrol	<u>Chief</u> Title	<u>2/4/02</u> Date